

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

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In the Matter of:

THE APPLICATION OF EAST KENTUCKY )  
POWERCOOPERATIVE, INC. FOR ) CASE NO. 2000-00079  
APPROVAL TO PURCHASE POWER AGREEMENT )

SUPPLEMENTAL REQUEST FOR INFORMATION  
POSED BY THE ATTORNEY GENERAL

Comes now the intervenor, the Attorney General of the Commonwealth of Kentucky, by and through his Office of Rate Intervention, and submits this Supplemental Request for Information to East Kentucky Power Cooperative, Inc., to be answered by the date specified in the Order of Procedure dated June 13, 2003, and in accord with the following:

- (1) In each case where a request seeks data provided in response to a staff request, reference to the appropriate request item will be deemed a satisfactory response.
- (2) Please identify the witness who will be prepared to answer questions concerning each request.
- (3) These requests shall be deemed continuing so as to require further and supplemental responses if the company receives or generates additional information within the scope of these requests between the time of the response and the time of any hearing conducted hereon.
- (4) If any request appears confusing, please request clarification directly from the Office of Attorney General.
- (5) To the extent that the specific document, workpaper or information as requested does not exist, but a similar document, workpaper or information does exist, provide the similar document, workpaper, or information.

- (6) To the extent that any request may be answered by way of a computer printout, please identify each variable contained in the printout which would not be self evident to a person not familiar with the printout.
- (7) If the company has objections to any request on the grounds that the requested information is proprietary in nature, or for any other reason, please notify the Office of the Attorney General as soon as possible.
- (8) For any document withheld on the basis of privilege, state the following: date; author; addressee; indicated or blind copies; all persons to whom distributed, shown, or explained; and, the nature and legal basis for the privilege asserted.
- (9) In the event any document called for has been destroyed or transferred beyond the control of the company, please state: the identity of the person by whom it was destroyed or transferred, and the person authorizing the destruction or transfer; the time, place, and method of destruction or transfer; and, the reason(s) for its destruction or transfer. If destroyed or disposed of by operation of a retention policy, state the retention policy.

Respectfully submitted,

A. B. CHANDLER, III  
ATTORNEY GENERAL



ELIZABETH E. BLACKFORD  
ASSISTANT ATTORNEY GENERAL  
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(502) 696-5358

CERTIFICATE OF SERVICE AND NOTICE OF FILING


I hereby give notice that this the 17th day of July, 2003, I have filed the original and ten copies of the foregoing with the Kentucky Public Service Commission at 211 Sower Boulevard, Frankfort, Kentucky, 40601 and certify that this same day I have served the parties by mailing a true copy of same, postage prepaid, to those listed below.

ROY M PALK  
PRESIDENT/ CEO  
EAST KENTUCKY POWER COOPERATIVE  
P O BOX 707  
WINCHESTER KY 40392-0707

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CHARLES A LILE ESQ  
EAST KENTUCKY POWER COOPERATIVE.  
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312 WALNUT STREET STE 2600  
CINCINNATI OH 45202



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**Supplemental Request for Information  
Posed by the Attorney General  
Case No. 2000-00079**

1. The contract to purchase power from ES&TS was cancelled due to contract provisions calling for financial security for EKPC with regard to a start-up date.
  - a. Please explain why the KPE contract doesn't have similar financial security for EKPC.
  - b. It would seem that financial security would be more important for a 540 MW purchase than a 105 MW purchase. If you disagree, please explain the basis for the disagreement in detail.
2. Please provide the calculations and back-up assumption(s) behind the penalty fees in Section 6.1 and 6.2 of the ES&TS contract.
3. Why doesn't the KPE contract reimburse EKPC for additional costs associated with failure to bring the plant on-line by the date included in the contract?
4. Please provide a detailed cost estimate of all cost to EKPC to date associated with failure by Global Energy to bring the KPE project on-line by the time included in the contract. Please include and separately identify the costs of developing new generation plans without KPE, the cost of soliciting and processing bids for replacement power, and the extra cost of power due to the price of replacement power being more than KPE power costs.
5. Please provide an estimate of all future costs EKPC expects to incur associated with projected future delays in bringing the KPE project on-line. Please include and separately identify the costs of developing new generation plans without KPE, the cost of soliciting and processing bids for replacement power, and the extra cost of power due to the price of replacement power being more than KPE power costs.
6. If the KPE project fails to come on-line in time, when will the planning need to begin for the CT unit projected for 2006?
7. ,If the KPE project fails to come on-line in time, when will the planning need to begin for the two CT unit projected for 2007?
8. Does EKPC believe that the authorization given by the Commission to enter into the contract with KPE is open ended, and that it doesn't matter when the project is actually built? Please explain your answer.
9. Assuming that the Commission finds need for the KPE power, and authorizes EKPC to renegotiate the contract with KPE, would EKPC object to the Commission putting a time

limit on the approval that would require that EKPC would come back to the Commission if financial closure is not achieved by a date certain?

10. Assuming that the Commission finds need for the KPE power and authorizes EKPC to renegotiate the contract with KPE, would EKPC object to the Commission requiring that penalties be included in the contract should the KPE project fail to come on-line by the date in the contract?